



MEMORANDUM

Office of the City Attorney

050128

Phone: 334-5011/Fax 334-2229
Box 46

TO: Mayor and City Commissioners

DATE: March 13, 2006

FROM: City Attorney

CONSENT

SUBJECT: Brandon S. Reeb vs. Joan Miller and City of Gainesville Code Enforcement Division, et al.; Alachua County Circuit Court; Case No.: 01-06-CA-0565

Recommendation: The City Commission authorize the City Attorney to represent the City in the case styled Brandon S. Reeb vs. Joan Miller and City of Gainesville Code Enforcement Division, et al.; Alachua County Circuit Court; Case No.: 01-06-CA-0565.

On February 23, 2006, the City of Gainesville's Code Enforcement Manager was served with a summons and complaint by Plaintiff, Brandon S. Reeb. The Complaint seeks to quiet title to property acquired by the Plaintiff by Tax Deed on January 3, 2004. The City may have Code Enforcement liens recorded against the property.

Prepared by:

Daniel M. Nee,
Assistant Litigation Attorney

Submitted by:

Marion J. Radson,
City Attorney

DMN/cgow

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

BRANDON S. REEB,

Plaintiff,

Case No. 01-2006-CA- 565

vs.

JOAN MILLER, LEWIS M. IRBY and
WILLIAM W. IRBY; CITY OF GAINESVILLE
CODE ENFORCEMENT DIVISION; B&H
PLUMBING, INC.; HUNSAKER ENTERPRISES,
INC., d/b/a RENTAL MART; ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS; and
FIRST CREDIT UNION OF GAINESVILLE,

Defendants.

COMPLAINT TO QUIET TITLE

COMES NOW the Plaintiff, BRANDON S. REEB, by and through his undersigned attorney, and sues the Defendants JOAN MILLER, LEWIS M. IRBY and WILLIAM W. IRBY; CITY OF GAINESVILLE CODE ENFORCEMENT DIVISION; B&H PLUMBING, INC.; HUNSAKER ENTERPRISES, INC. d/b/a RENTAL MART; ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; and FIRST CREDIT UNION OF GAINESVILLE, and any and all others claiming by or through either of them, and says:

1. This is an action to quiet and confirm title of the Plaintiff in and to lands located in Alachua County, Florida, to-wit:

W. H. WAITS S/D, PB A-153, LOT 1, BK D, OR 2120/2853
SECTION 04, TOWNSHIP 10, RANGE 20, ALACHUA
COUNTY, FLORIDA.
(Parcel No. 12068-000-000)

2. That Plaintiff BRANDON S. REEB derails title to the above-described property by virtue his purchase of a tax deed issued and dated January 30, 2004 from J. K. "Buddy" Irby, Clerk of the Circuit

Court, in and for Alachua County, Florida, and recorded in OR Book 2849, Page 212, public records of Alachua County, Florida. (See Exhibit A attached hereto)

3. At the time of the issuance of the tax deed, the record title holder of the property was JOAN MILLER, by virtue of a Quit-Claim Deed dated July 3, 1997 from LEWIS M. IRBY and WILLIAM W. IRBY, and recorded in OR Book 2120, Page 2853 of the public records of Alachua County, Florida. (See Exhibit B attached)

4. Defendants LEWIS M. IRBY and WILLIAM W. IRBY may continue to claim some right, title and interest in and to the subject property by virtue of a Mortgage Deed executed in their favor by Defendant JOAN MILLER, said purchase money Mortgage Deed being dated July 3, 1997 and recorded in OR Book 2120, Page 2856, public records of Alachua County, Florida, which mortgage has not been satisfied of record. (See Exhibit C attached)

5. Defendant CITY OF GAINESVILLE CODE ENFORCEMENT DIVISION may claim some right, title or interest in and to the subject property by virtue of an Order to Board and Seal dated July 15, 2003 and recorded in OR Book 2716, Page 458, public records of Alachua County, Florida. (See Exhibit D attached). There is nothing of record to indicate whether the need for boarding and sealing by the City was necessitated by non-action, and no subsequent lien appears to have been filed as to this parcel.

6. Defendant B&H PLUMBING, INC. may claim some right, title or interest in and to the subject property by virtue of the Entry of Default and Final Judgment entered in the County Court in and for Alachua County, Florida, dated November 29, 1983 and recorded in OR Book 1538, Page 804, public records of Alachua County, Florida, against an individual named JOAN L. MILLER, who may or may not be the Defendant JOAN MILLER named herein and who is the prior owner of the subject property. (See Exhibit E attached)

7. Defendant HUNSAKER ENTERPRISES, INC., d/b/a RENTAL MART, may claim some right, title or interest in and to the subject property by virtue of the Entry of Default and Final Judgment

entered in the County Court in and for Alachua County, Florida, against an individual named JO ANN "JOAN" MILLER, dated October 29, 1998 and recorded in OR Book 2200, Page 741, public records of Alachua County, Florida. (See Exhibit F attached)

8. Defendant ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS may claim some right, title or interest in and to the subject property by virtue of a Final Judgment entered in the Circuit Court, in and for Alachua County, Florida, dated March 27, 2001 and recorded in OR Book 2346, Page 409, public records of Alachua County, Florida, against Defendant JOAN MILLER and a certified copy of same being recorded in OR Book 2391, Page 1382, public records of Alachua County, Florida. (See Exhibit G attached)

9. Defendant ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS may also claim some right, title or interest in and to the subject property by virtue of a Judgment Awarding Attorney's Fees and Costs of Defense entered in the Circuit Court (Criminal Division IV), in and for Alachua County, Florida, dated March 27, 2001 and recorded in OR Book 2346, Page 410, public records of Alachua County, Florida, against Defendant JOAN MILLER and a certified copy of same recorded in OR Book 2391, Page 1381, public records of Alachua County, Florida. (See Exhibit H attached)

10. Defendant FIRST CREDIT UNION OF GAINESVILLE may claim some right, title or interest in and to the subject property by virtue of an Entry of Default and Final Judgment entered against Defendant JOAN MILLER, dated February 22, 1995 and recorded in OR Book 2000, Page 2793 and re-recorded in OR Book 2348, Page 1728, public records of Alachua County, Florida, with a certified copy of same being recorded in OR Book 2348, Page 1728 public records of Alachua County, Florida. (See Exhibit I attached)

4. The Plaintiff is in actual, open and exclusive possession of the property described in said deed and in Paragraph (1) above.

5. The interests of the Defendants JOAN MILLER, LEWIS M. IRBY and WILLIAM W. IRBY; CITY OF GAINESVILLE CODE ENFORCEMENT DIVISION; B&H PLUMBING, INC.; HUNSAKER ENTERPRISES, INC. d/b/a RENTAL MART; ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; and FIRST CREDIT UNION OF GAINESVILLE, or any other parties claiming by, through, under, or against either of them, if any there be, in the property described in Paragraph (1) have been terminated by the issuance of the Tax Deed by the Clerk of the Circuit Court pursuant to Chapter 197, Florida Statutes, and are inferior to the interests of the Plaintiff.

WHEREFORE, the Plaintiff demands judgment against the Defendants JOAN MILLER, LEWIS M. IRBY and WILLIAM W. IRBY; CITY OF GAINESVILLE CODE ENFORCEMENT DIVISION; B&H PLUMBING, INC.; HUNSAKER ENTERPRISES, INC. d/b/a RENTAL MART; ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; and FIRST CREDIT UNION OF GAINESVILLE, or any and all others claiming by, through, under, or against either of them in the property described in Paragraph (1) of this Complaint and quieting and confirming the title in and to the same in Plaintiff BRANDON S. REEB.

Brandon S. Reeb
BRANDON S. REEB

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, this day personally appeared BRANDON S. REEB, who is well known to me, OR X who provided the following proof of identification FDL, and who, after being sworn by me, executed the foregoing document.

WITNESS my hand and seal this 31 day of Jan 2006.

Cynthia R. McGee
Notary Public, State of Florida
Commission Number:
Expiration Date:



Cynthia R. McGee
MY COMMISSION # DD232577 EXPIRES
July 15, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

Charlotte J. Weiner

CHARLOTTE J. WEINER

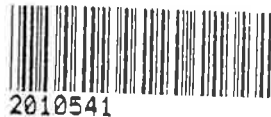
Attorney for Plaintiff

Post Office Box 1354

Bronson, Florida 32621

(352) 486-3753

Florida Bar No. 0216062



TAX DEED FILE NO. 2003-74
PARCEL I. D. # 12068-000-000

TAX DEED

The following Tax Sale Certificate numbered: 3544/99 issued on June 24, 1999, was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the cost and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 29th day of January 2004, offered for sale as required by law for cash to the highest bidder and was sold to Brandon S. Reeb, whose address is 12 N.W. 7th Ave., Gainesville, FL 32601, being the highest bidder(s) and having paid the sum of the bid as required by the laws of Florida.

NOW, on this 30th day of January 2004, in the County of Alachua, State of Florida, in consideration of the sum of eight thousand five hundred and 00/100 (\$8,500.00) dollars, being the amount paid pursuant to the laws of Florida, the Clerk of the Circuit Court pursuant to Chapter 197, Florida Statutes, does hereby sell the following lands situated in the County and State aforesaid and described as follows:

W H WAITS S/D PB A-153 LOT 1 BK D OR 2120 / 2853 SECTION 04
TOWNSHIP 10 RANGE 20 ALACHUA COUNTY, FLORIDA

(SEAL)



James D. Schneider
Witness
Stressa J. Mott
Witness

J. K. "Buddy" Irby
J. K. "Buddy" Irby
Clerk of the Circuit Court in and for
Alachua County, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

On this 30th day of January, 2004, before me Julee Kienast, personally appeared J.K. "Buddy" Irby, Clerk of the Circuit Court in and for Alachua County, Florida, known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.



Julee Kienast
MY COMMISSION # DD188850 EXPIRES
April 23, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Julee Kienast
Julee Kienast, Notary Public
Commission #DD188850

Expiration Date 4/23/07

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2010541 1 PG

2004 FEB 02 10:33 AM BK 2849 PG 212
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#175681

Doc Stamp--Deed: 59.50

ST Doc: 53.40
Fee: 15.00

RECORD AND RETURN TO:

This document prepared by:

Herbert M. Webb, Esquire
4400 Northwest 23rd Avenue, Suite "E"
Gainesville, Florida 32606



This document was prepared without examination of title to the lands herein described and no warranty or other representation is made, and no opinion (either express or implied) is given as to the marketability or condition of the title thereto, the quantity of lands included therein, or the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 07/10/1997 10:24
Document ID 1474528
Book/Page 2120/ 2853

DTAX 53.90

Property Appraisers Parcel I.D. (Folio) Number(s):

TAX PARCEL ID # 12063 - 000 - 000

Grantee SS #263-40-8095 - Lewis M. Irby

Grantee SS #267-16-2127 - William W. Irby

This Quit-Claim Deed Made this 3rd day of July, 1997 by

LEWIS M. IRBY and WILLIAM W. IRBY,

hereinafter called the Grantor, to

JOAN MILLER,

whose post office address is 920 SE 13th Avenue, Gainesville, Florida 32601, hereinafter called the Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Alachua County, State of Florida, to wit:

Lot 1, Block D, Section 4, Township 10 South, Range 20 East, W. H. WAITS SUBDIVISION, according to plat thereof recorded in Plat Book A, page 153, of the public records of Alachua County, Florida.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF EITHER OF THE GRANTORS.

Quit-Claim Deed

Lewis M. Irby and William W. Irby to Joan Miller

To Have and to Hold, The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Carolyn Whitmire
Print Name: Carolyn Whitmire

Herbert M. Webb
Print Name: Herbert M. Webb

Carolyn Whitmire
Print Name: Carolyn Whitmire

Herbert M. Webb
Print Name: Herbert M. Webb

Lewis M. Irby
LEWIS M. IRBY
218 Turkey Creek
Alachua, Florida 32615

William W. Irby
WILLIAM W. IRBY
P.O. Box 148
Alachua, Florida 32615

Page 3
Quit-Claim Deed
Lewis M. Irby and William W. Irby to Joan Miller

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 3rd day of July, 1997 by LEWIS M. IRBY, who is personally known to me or who has produced _____ as identification.

Carolyn Whitmire
Notary Public, State of Florida

Carolyn Whitmire
(Name of officer taking acknowledgement - typed, printed or stamped)
Title or Rank _____
Serial number, if any _____



CAROLYN WHITMIRE
MY COMMISSION # CC473549 EXPIRES
July 2, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 3rd day of July, 1997 by WILLIAM W. IRBY, who is personally known to me or who has produced _____ as identification.

Carolyn Whitmire
Notary Public, State of Florida

Carolyn Whitmire
(Name of officer taking acknowledgement - typed, printed or stamped)
Title or Rank _____
Serial number, if any _____



CAROLYN WHITMIRE
MY COMMISSION # CC473549 EXPIRES
July 2, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

ST Doc 23.45
INT TAX 13.40
REC MFG 24.00

CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 07/10/1997 10124
Document ID 1474529
Book/Page 2120/ 2856

Prepared by and Return to:
Herbert M. Webb, Esq.
4400 NW 23rd Ave., Suite "E"
Gainesville, FL 32606

MTAX 23.45
ITAX 13.40



MORTGAGE DEED

WHEREAS JOAN MILLER, a single person, hereinafter called the MORTGAGOR (whether one or more, masculine or feminine, natural or artificial, which term shall include the heirs, legal representatives, successors and assigns of said Mortgagor, wherever the context so requires or admits), is justly indebted unto LEWIS M. IRBY and WILLIAM W. IRBY, hereinafter called the MORTGAGEE, (whether one or more, masculine or feminine, natural or artificial, which term shall include the heirs, legal representatives, successors and assigns of said Mortgagee, wherever the context so requires or admits), in the sum of SIX THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$6,700.00), as evidenced by certain Promissory Note(s) hereinafter described, and;

WHEREAS, the said Mortgagor is desirous of better and more fully securing the payment of the said sums together with interest to accrue thereon according to the legal tenor and effect of the said Promissory Note(s), and to secure all future advances made by the Mortgagee to the Mortgagor, which said future advances together with the existing indebtedness herein secured shall not exceed at any one time twice the above amount.

KNOW ALL MEN BY THESE PRESENTS, That the said Mortgagor for and in consideration of the premises hereinafter mentioned and the sum of One Dollar to said Mortgagee in hand paid, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee and Mortgagee's heirs, successors, legal representatives and assigns, all the following described piece, parcel or tract of land, situated, lying and being in the County of Alachua, State of Florida, to wit:

Lot 1, Block D, Section 4, Township 10 South, Range 20 East, W. H. WAITS SUBDIVISION, according to plat thereof recorded in Plat Book A, page 153, of the public records of Alachua County, Florida.

THIS IS A PURCHASE MONEY MORTGAGE.

TOGETHER with all agricultural, horticultural and fruit crops, now planted and/or growing, and hereafter planted, grown, or raised on the above described premises, and all and singular the fixtures appurtenant thereto, which shall include, in so far as they now are or may hereafter belong to or be used with the premises or any buildings or improvements thereon and whether attached or detached; all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; kitchen cabinets; cooking appliances; wall beds; storm windows and doors; window and door screens, awnings; window shades; shrubbery; rugs and carpeting; and all property now or hereafter attached to or reasonably necessary to the use of the premises, all of which shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements,

hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues, and profits thereof, all of the said property, whether real or personal, being hereinafter designated as "the premises."

TO HAVE AND TO HOLD the same, and all the estate, right, title, interest, homestead, dower, right of dower, separate estate, property, possession, claim and demand whatsoever in law and in equity of Mortgagor in and to the same unto Mortgagee, in fee simple, forever.

AND Mortgagor hereby covenants with Mortgagee that the Mortgagor is indefeasibly seized of the said premises in fee simple and has full power and lawful right to convey the same as aforesaid and that it shall be lawful for Mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy, and enjoy the premises and every part thereof, that the premises and every part thereof are free from all encumbrances; that Mortgagor will make such other and further assurances to perfect the fee simple title to the premises in Mortgagee, as may hereafter reasonably be required; and Mortgagor does hereby fully warrant the title to the premises and every part thereof and will defend the same against the lawful claim of all persons whomsoever.

The sum of money mentioned in this mortgage is evidenced by Promissory Note(s), the payment of which is secured by this Mortgage, said note(s) being substantially in the following words and figures, to wit:

\$6,700.00

July 3, 1997

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Makers promise to pay to the order of LEWIS M. IRBY and WILLIAM W. IRBY, Payee, the principal sum of SIX THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$6,700.00), together with interest thereon after date at the rate of ten percent (10.0%) per annum on the balance from time to time remaining unpaid. Said interest rate shall never exceed the maximum rate allowed by law. Principal and interest shall be paid at 218 Turkey Creek, Alachua, Florida 32615, or at such other place or places as may hereafter be designated by written notice from the holder to the maker, in lawful money of the United States of America in the following manner:

Principal and interest shall be paid in equal successive monthly installments, each in the amount of \$100.00 commencing on the 1st day of September, 1997 and continuing on the same day of each month thereafter until all principal and accrued interest have been paid in full.

All payments shall be applied first to accrued interest, balance to principal. The Maker reserves the right to prepay the principal in whole or in part at any time without penalty.

Whenever any payment required to be made hereunder is not made within thirty (30) days after the due date of such payment, the entire unpaid principal balance and accrued interest to such date shall both bear interest at the highest rate allowed by law after the end of said thirty (30) day period until such default has been corrected.

If any payment of principal or interest coming due under this note is not paid within fifteen (15) days after its due date, the holder may assess a late charge of five percent (5%) of the late payment or Ten Dollars (\$10.00), whichever is greater, which shall be immediately due and payable. Failure to pay the late charge shall constitute a default under this note.

If a default occurs under this note or the mortgage securing this note and such default continues for a period of 30 days, then the entire principal sum, accrued interest and late charges shall at the option of the holder hereof become immediately due and payable without notice, time being of the essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker, endorser or guarantor hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, in the trial court or on any appeal, if, after maturity of this note or default hereunder or under the mortgage securing this note, counsel shall be employed to enforce this note or to protect the security of said mortgage.

This note is secured by a mortgage of even date herewith and shall be construed and enforced according to the laws of the State of Florida. The remedies herein provided shall be considered cumulative to the remedies provided in said mortgage. Should there be any conflict in the provisions of this note and the provisions of said mortgage, the provisions of this note shall be deemed to apply.

15/ Joan Miller
 JOAN MILLER

c:\frm2\note-mig

It is further covenanted and agreed by the Mortgagor to and with the Mortgagee as follows, to wit:

1. To pay the sums of money evidenced by said note(s) secured hereby according to the legal tenor and effect thereof, together with other notes for such further, other and future advances, or any renewals of the indebtedness as may be made by said Mortgagee to said Mortgagor. If any such sum due under said note or extension or renewal is not paid when due, then said sum shall accrue interest at the rate provided in the note until thirty (30) days after the date when due, at which time said sum shall accrue interest without acceleration or demand at the highest rate allowed by law. Upon payment of all sums Mortgagee shall, upon written demand of Mortgagor, satisfy this mortgage at cost of Mortgagor.
2. To pay all and singular the taxes and assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, and if the same be not promptly paid, the said Mortgagee, or said Mortgagee's heirs, legal representatives or assigns may at any time pay the same, and every payment so made shall bear interest from the date of such payment at the highest interest rate allowed by law, and said payments together with such interest shall be secured by the lien of this mortgage. In the event the lien of this mortgage is junior or inferior to any other encumbrance, a default in such prior encumbrance shall be a default in this Mortgage entitling the Mortgagee to all remedies allowed by law and contained herein, including, without limitation, the right to declare all sums secured hereby immediately due and payable.
3. To continuously keep all buildings now and hereafter placed upon said lands fully insured against direct loss by fire, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke by an insurance company or companies authorized to do business within the State of Florida, acceptable to the Mortgagee, in an amount of not less than the full insurable value of same, with a loss payable clause to the Mortgagee as his interests shall appear, and in the event of a breach of this covenant to insure, said Mortgagee shall have the right to place and pay for such insurance and each and every such payment shall bear interest from the date of such payment until paid at the highest interest rate allowed by law, and such payment together with such interest shall be secured by the lien of this mortgage.
4. The Mortgagor shall permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and keep said buildings and premises in good repair and condition throughout the life of this mortgage. Mortgagee shall have the right to inspect the property to determine compliance with this covenant which right shall be reasonably exercised.
5. If Mortgagor fails to insure the premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims, or other charges for repairs and improvements, or to keep the premises in good condition, and repair, all as provided herein, Mortgagee may at his option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as he may deem necessary; and the Mortgagor shall pay to Mortgagee all sums which he shall have so paid, together with interest thereon at the highest lawful rate per annum from the date the same was paid, and this mortgage shall stand as security for payment thereof in like manner and effect as for the payment of the indebtedness referred to above; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

6. If the Mortgagor fails to keep and perform fully any of said covenants or agreements set forth in the mortgage or in said note for a period of thirty (30) days in the event this mortgage is intended to be a first mortgage lien upon delivery, or fifteen (15) days in the case of any other note and mortgage; the Mortgagee shall have the right and option of declaring said note(s) and any other notes for future advances secured immediately due and payable, and all rights of the Mortgagor under the mortgage immediately forfeited, and institute such proceedings as may be advised, whether by foreclosure or otherwise, for the collection of said note(s) and enforcing the lien of said mortgage, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

7. The rents, income, and profits of all and every part of the premises shall be specifically pledged to the payment of the debt and all other obligations secured by the mortgage. If default shall be made in the payment of the said indebtedness or any part thereof or in the performance of any covenant or agreement of the mortgage or of the said indebtedness, Mortgagee shall have the right to enter and collect said rent income and profits with the appointment of a receiver, regardless of the adequacy of the security or the solvency of Mortgagor, Mortgagor hereby covenanting that the appointment of such a receiver by a court of competent jurisdiction, regardless of the adequacy of the security or the solvency of Mortgagor, shall be a matter of right to Mortgagee. All such net income, after payment of any collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Mortgagee or in reduction of any indebtedness, including interest thereof, hereby secured in such manner or proportion as Mortgagee may elect.

8. Mortgagor, without first obtaining the written consent of Mortgagee thereto, shall not (a) assign the rents, or any part thereof, from the mortgaged premises, (b) consent to the modification, cancellation, or surrender of any lease of the mortgaged premises, or any part thereof, now existing, or hereafter to be made, having an unexpired term of one year or more, or (c) collect rents from the mortgaged premises for more than three months in advance.

9. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the original principal amount of the indebtedness secured hereby plus interest thereof and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this mortgage, with interest thereon; and this mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to Mortgagor, or any one of them if there be more than one, after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by Mortgagor, or any one of them if there be more than one, to Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

10. If it should become necessary in the opinion of the holder of said note(s) and the mortgage to place same in the hands of any attorney for collection or if suit is brought on same, the Mortgagor agrees to pay all costs, charges and expenses of the same including all court costs, a reasonable attorney's fee as may be adjudged under applicable Florida law, and abstract charges, and in the event of appeal, all such similar costs, charges and reasonable attorney's fees incidental thereto.

11. The extension of time for payment or modification of amortization of the sums secured hereby shall not operate to release the liability of the mortgagor or his successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

12. If the note(s) secured hereby or any extension or renewal thereof is payable in installments, and if any installment is made more than fifteen (15) days after its due date, the holder may assess a late charge of five percent (5%) of the late installment payment, or \$10.00, whichever is greater, which late payment shall be due with the late installment

payment, and in any event, shall be due no later than the due date of the next installment payment. Failure to pay the late charge when due shall constitute a default under this promissory note.

13. Mortgagee is under an affirmative obligation to provide Mortgagor or his agent with an estoppel letter within fifteen (15) days of written request for said estoppel letter. The estoppel letter shall state the date of last payment, date of next payment, principal balance, interest rate and date from which unpaid interest has begun to accrue.

14. Other Provisions: In the event of a sale or transfer of the property encumbered by the lien of this mortgage, the balance due at such time shall not be assumable by a subsequent owner without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld if the assuming party or assignee shall have credit references sufficient to illustrate the ability to assume the payments set forth in the promissory note secured by this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has hereunto set her hand and seal the 3rd day of July, A.D., 1997.

Signed, sealed, and delivered in the presence of:

Carolyn Whitmire
Witness: Carolyn Whitmire
Herbert M. Webb
Witness: Herbert M. Webb

Joan Miller (SEAL)
JOAN MILLER

ACKNOWLEDGEMENT FOR AN INDIVIDUAL

State of Florida
County of Alachua

The foregoing mortgage was acknowledged before me this 3rd day of July, 1997, by JOAN MILLER, who is personally known by me or who did produce Florida Ident. Card M460-421-581-a as identification.

Carolyn Whitmire
Notary Public, State of Florida at Large
My Commission Expires:

(Affix Notary Seal)



CAROLYN WHITMIRE
MY COMMISSION # CC473549 EXPIRES
July 2, 1999
BONDED THRU TROY FAH INSURANCE, INC.



City Of Gainesville

Department of Community Development
Code Enforcement Division

306 NE 6th Avenue
Gainesville, FL 32602-0490
Phone: 352.334.5030
Fax: 352.334.2239



ORDER TO BOARD AND SEAL

OWNER: MILLER JOAN
920 SE 13TH AVE
GAINESVILLE FL, 32601-8044

ADDRESS: 504 SE 9 ST GNSV

TAX PARCEL: 12068-000-000

DATE: 07-15-2003

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1953897 1 PG
2003 JUL 16 09:18 AM BK 2716 PG 45B
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK2 Receipt#148159

It is hereby ordered that the structure located on the above described address be boarded and sealed. If the structure is not boarded and sealed by Friday, July 25, 2003, as required by this order, the City of Gainesville may cause the structure to be boarded and sealed and may obtain a lien against the property for all boarding and sealing charges, and advertising, title research and related costs.

Board and sealing does require a permit, which can be obtained from the Building Inspection office at the Thomas Center, 306 NE 6th Avenue.

James L. Garrett
Interim Code Enforcement Manager

Todd Martin
Code Enforcement Officer

PCID# 2002_10/2003-04334

IN THE COUNTY COURT
IN AND FOR ALACHUA COUNTY, FLORIDA

FILED
1983 NOV 30 AM 8:13
CLERK CIRCUIT-COUNTY COURT
ALACHUA COUNTY, FL.

B & H PLUMBING, INC.
Plaintiff
1730 N. E. 23rd Avenue
Gainesville, Fla. 32601
Address

vs.

CASE NO. 83-3578-SP

MILLER, JOAN L.
Defendant
2219 S. E. 13th St.
POE: Sunland-Cypress Cottage
Gainesville, Fla. 32601
Address

FILED
1983 DEC -8 PM 3:00
CLERK CIRCUIT-COUNTY COURT
ALACHUA COUNTY, FL.

Entry of Default and Final Judgment


This cause came on this day for a hearing and trial before the court, and the court finding that the Defendant herein has been duly served with process and has failed to be present as required by law, it is;

ORDERED that a default is hereby entered against said Defendant.

And the court further finding that the Defendant is indebted to the Plaintiff in the sum of \$ 342.35, it is;

ORDERED AND ADJUDGED that the Plaintiff recover from the Defendant the sum of \$ 342.35 damages and \$ 37.50 costs for all of which let execution issue.

DONE AND ORDERED in open court at Gainesville, Alachua County, Florida this 29th day of November, 19 83.


STAN R. MORRIS, Judge

A. CURTIS POWERS, Clerk of Circuit Court, Eighth Judicial Circuit of Florida, in and for Alachua County, the same being a Court of record do hereby certify that the above and foregoing is a true and correct copy of what it purports to be from the files of the original as presented to me. This Dec 2 A.D. 19 83

A. CURTIS POWERS, CLERK CIRCUIT COURT
BY Bianca Davis
Deputy Clerk
1588 JUDGE 804



Copies to: Plaintiff
Defendant

(55)300

IN THE COUNTY COURT
IN AND FOR ALACHUA COUNTY, FLORIDA

HUNSAKER ENTERPRISES, INC. DBA
RENTAL MART

CASE NO. 01-1998-03936-SC
DIVISION: IV
CIRCUIT COURT CLERK
J.K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 11/05/1998 08107
Document ID 1572402
Book/Page 2200/ 741

VS -
MILLER, JO ANN "JOAN"

TO: HUNSAKER ENTERPRISES, INC. DBA
RENTAL MART
4319 NW 6 ST
GAINESVILLE FL 32609

ENTRY OF DEFAULT AND FINAL JUDGMENT

THIS CAUSE CAME ON THIS DAY FOR A HEARING BEFORE THE COURT, AND THE COURT FINDING THAT THE DEFENDANT(S) HEREIN HAS BEEN DULY SERVED WITH THE PROCESS AND HAS FAILED TO BE PRESENT AS REQUIRED BY LAW, IT IS:

ORDERED THAT A DEFAULT IS HEREBY ENTERED AGAINST SAID DEFENDANT(S),
MILLER, JO ANN "JOAN"

CLERK OF CIRCUIT COURT
& COUNTY COURT
ALACHUA COUNTY, FL.

98 OCT 30 AM 4:08

FILED

AND THE COURT FURTHER FINDING THAT THE DEFENDANT(S) IS INDEBTED TO THE PLAINTIFF(S).

HUNSAKER ENTERPRISES, INC. DBA
RENTAL MART
4319 NW 6 ST
GAINESVILLE FL 32609

IT IS ADJUDGED THAT THE PLAINTIFF(S) RECOVER FROM THE DEFENDANT(S) THE SUM OF ~~1,495.80~~ ON PRINCIPAL, \$ ~~N/A~~ AS PREJUDGMENT INTEREST, \$ ~~N/A~~ FOR ATTORNEYS' FEES, WITH COSTS OF \$ ~~79.00~~, MAKING A TOTAL OF \$ ~~1,571.80~~, ALL OF WHICH SHALL BEAR INTEREST AT THE RATE OF ~~10%~~ FOR ALL OF WHICH LET EXECUTION ISSUE.

IT IS FURTHER ORDERED AND ADJUDGED THAT THE DEFENDANT(S) SHALL COMPLETE FLORIDA SMALL CLAIMS RULES FORM 7.343 (FACT INFORMATION SHEET) AND RETURN IT TO THE PLAINTIFF'S ATTORNEY OR TO THE PLAINTIFF IF THE PLAINTIFF IS NOT REPRESENTED BY AN ATTORNEY, WITHIN 45 DAYS FROM THE DATE OF THIS FINAL JUDGMENT, UNLESS THE FINAL JUDGMENT IS SATISFIED OR A MOTION FOR NEW TRIAL OR NOTICE OF APPEAL IS FILED.

JURISDICTION OF THIS CASE IS RETAINED TO ENTER FURTHER ORDERS THAT ARE PROPER TO COMPEL THE DEFENDANT(S) TO COMPLETE FORM 7.343 AND RETURN IT TO THE PLAINTIFF'S ATTORNEY, OR THE PLAINTIFF IF THE PLAINTIFF IS NOT REPRESENTED BY AN ATTORNEY.

ORDERED AT GAINESVILLE, ALACHUA COUNTY, FLORIDA ON THIS 29 DAY OF OCTOBER, 1998.

[Signature]
PETER K. STEG COUNTY JUDGE

IN CIRCUIT COURT, EIGHTH JUDICIAL CIRCUIT
 AND FOR ALACHUA COUNTY, FLORIDA
 CRIMINAL DIVISION IV

STATE OF FLORIDA,

VS

CASE NO. 1995-1727-CEA

JOAN MILLER

Defendant

DOB: 3/1/52
 SS#: 264-02-4048 A/K/A 163-02-4040
 ADDRESS: 920 S.E. 13TH AVENUE
 GAINESVILLE, FL 32601

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 1743786 1 PG

2001 MAR 30 08:10 AM BK 2346 PG 409
 J. K. "BUDDY" IRBY
 CLERK OF CIRCUIT COURT
 ALACHUA COUNTY, FLORIDA
 CLERK3 Receipt#047270

FINAL JUDGEMENT

THIS CAUSE coming before the Court pursuant to Florida Statutes 27.52; 316.193; 415.507; 775.083; 775.0835(1); 893.135; 938.01(1); 938.03; 938.04; 938.05; 938.05(1); 938.06(1) 938.07; 938.09(1); 938.11(1) 938.13(1)(a); 938.15; 938.17; 938.19; 938.21; 938.23; 938.29; 939.18; 943.325(8)(a); 948.09(1)(b); 951.032; 960.28; County Ordinance 97-7, 94-29, 97-6; Laws of FL 94-444, and the Court finding that the above names DEFENDANT was ordered to pay the following COSTS:

X	a.	\$	256.00	Felony Costs pursuant to Laws of FL 94-444, F.S. 938.03; 938.01(1), 938.05(1), 938.19 & CO 97-7, and 938.17 & CO 97-6.
0	b.	\$	112.00	Misdemeanor Costs pursuant to Laws of FL 94-444, F.S. 938.03; 938.01(1), 938.05(1), 938.19 & CO 97-7, 938.17 & CO 97-6.
0	c.	\$	262.00	Misdemeanor -DUI pursuant to Laws of FL 94-444, F.S. 938.03, 938.05, 938.13(1)(a); 938.07, 938.19 & CO 97-7, 938.17 & CO 97-8; & 938.01(1).
0	d.	\$	397.00	Felony -DUI pursuant to Laws of FL 94-444, F.S. 938.03, 938.05, 938.07, 938.19 & CO 97-7, 938.17 & CO 97-6; & 938.01(1).
0	e.	\$	20.00	Victim Handicapped/Elderly pursuant to F.S. 938.09(1).
0	f.	\$		+10% of fine - Victim Handicapped/Elderly pursuant to F.S. 938.11(1).
0	g.	\$		Reimbursement (Sex Crimes) pursuant to F.S. 943.325(8)(a).
0	h.	\$		Exam (Sex Crimes) pursuant to F.S. 980.28 & 415.507.
0	i.	\$	40.00	Attorney Application Fee pursuant to F.S. 27.52.
0	j.	\$		TOTAL Fine pursuant to F.S. 776.083; + 5% surcharge pursuant to F.S. 938.04.
0	k.	\$		TOTAL Fine (Result of Injury/death) pursuant to F.S. 775.0835(1); + 5% surcharge pursuant to F.S. 938.04.
0	l.	\$		TOTAL DUI fine pursuant to F.S. 318.193; + 5% surcharge pursuant to F.S. 938.04.
0	m.	\$	20.00	Crime Stopper, (in addition to all fines), pursuant F.S. 938.08(1).
0	n.	\$		County Alcohol & Drug Abuse Trust Fund, pursuant to F.S. 938.21 or 938.23 and County Ordinance 94-29.
0	o.	\$		Trafficking in Cannabis/Cocaine pursuant to F.S. 893.135.
0	p.	\$	2.00	Criminal Justice Education & Training pursuant to F.S. 938.15 & CO 82-3.
0	q.	\$		Medical Costs in County Jail pursuant to F.S. 951.032 & 948.03.
0	r.	\$	50.00	Misdemeanor Probation Clerk's fee pursuant to F.S. 948.09(1)(b).
0	s.	\$	50.00	Court Facilities Assessment pursuant to F.S. 939.18 (Up to \$150.00).

The defendant has defaulted in payment of the sum of \$258.00. The Court finds that the DEFENDANT does not have the present ability to pay said costs, and the court otherwise being fully advised, it is

ADJUDGED that the Board of County Commissioners of Alachua County, Florida, shall have and recover from the DEFENDANT the sum of \$258.00, together with interest, pursuant to Florida Statutes 55.03, for all of which let execution issue. The DEFENDANT shall pay said sums to the Clerk of Court, Alachua County Florida, P. O. Box 600, Gainesville, FL 32602, who shall thereafter distribute said sums as required by law.

DONE AND ORDERED in Open Court on October 16, 2000 at Gainesville, Alachua County, Florida and reduced to writing this 17 day of March, 2001.

[Signature]
 CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 28 day of March, 2001 to:

Defendant
 Counsel for Defendant, B. Blout-Powell
 Assistant State Attorney, K. Slaughter
 County Attorney
 Court Cost Containment

J.K. "Buddy" Irby, Clerk of Circuit Court, Eighth Judicial Circuit of Florida, in and for Alachua County, the same being a Court of record do hereby certify that the above and foregoing is a true and correct copy of what it purports to be from the face of the original as presented to me. This April 7, A.D. 2001
 J.K. "Buddy" Irby, CLERK CIRCUIT COURT
 By *[Signature]*
 Deputy Clerk

[Signature]
 COURT COST CONTAINMENT



RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 1786990 1 PG

2001 OCT 08 11:42 AM BK 2391 PG 1382
 J. K. "BUDDY" IRBY
 CLERK OF CIRCUIT COURT
 ALACHUA COUNTY, FLORIDA
 CLERK3 Receipt#069091

CLERK OF CIRCUIT COURT
 ALACHUA COUNTY
 2001 MAR 29 911

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1743787 1 PG
2001 MAR 30 08:10 AM BK 2346 PG 410
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK3 Receipt#047270

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL
CIRCUIT IN AND FOR ALACHUA COUNTY, FLORIDA
CRIMINAL DIVISION IV.

STATE OF FLORIDA,

VS.

IOAN MILLER,
Defendant, SS#: 264-02-4048 A/K/A 163-02-4040

CASE NO.: 1995-1727-002A

JUDGMENT AWARDING ATTORNEY'S FEES AND COSTS OF DEFENSE
(Fla. Stat. §938.29)

THIS CAUSE was heard pursuant to Fla. Stat. §938.29, upon a determination that Defendant is guilty of a criminal act. Applying the standards set forth in Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985), and McDonald v. State, 631 So.2d 1137 (Fla. 4th DCA 1994), the Court finds as follows:

1. Alachua County, Florida, through Court Appointed Counsel, has expended funds to provide legal representation to Defendant in this cause, and \$50/hr is a reasonable hourly rate for professional services. This finding is based upon judicial notice of Admin. Order 4.0020 (D) of the Eighth Judicial Circuit and the public records of this Court, which reflect that private attorneys regularly provide legal services to defendants in criminal cases at similar rates.
2. Defense counsel has expended 1.50 hours in representing the Defendant in this cause. This finding is based upon the Court's review of the court file and upon representations of Defense counsel.
3. Defendant resides at 920 S. E. 13TH AVENUE, GAINESVILLE, FL 32601
4. Defendant is hereby advised that, within 30 days of this Order, (s)he may request a hearing to contest the amount of the attorney's fee awarded herein.

Upon the foregoing, it is

ORDERED AND ADJUDGED that the Board of County Commissioners of Alachua County, Florida, whose address is P.O. Box 2877, Gainesville, Florida, 32602-2877, is awarded from Defendant the sum of \$75.00 for attorney's fees, \$0, application fee pursuant to F.S. 27.52, totaling \$75.00, together with interest pursuant to Fla. §55.03

Execution shall issue for the sum ordered herein. The Defendant may request a stay of execution pursuant to Fla.R.Civ.P. 1.500.

THIS AWARD IS ENFORCEABLE AS PROVIDED FOR IN FLA. STAT. §938.29 WHEN DATED AND SIGNED BELOW BY THE COURT.

DONE AND ORDERED in Chambers at Gainesville, Alachua County, Florida in Open Court on October 16, 2000 reduced to writing this 27 day of March, 2001.

[Signature]
CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished this 28 day of March, 2001 to:

Assistant State Attorney, K. Slaughter
 Court Appointed Counsel, Buddy Irby, Clerk of Circuit Court, Eighth
 Judicial Circuit of Florida, in and for Alachua
 County, the same being a Court of record do
 hereby certify that the above and foregoing is
 a true and correct copy of what it purports to
 be from the face of the original as presented to
 me. This April 2, 2001
 J.K. "Buddy" Irby, CLERK CIRCUIT COURT
 By: *[Signature]*
 Deputy Clerk

County Attorney
Defendant

[Signature]
SHERA HARRIS

COURT COST RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 1786989 1 PG
 2001 OCT 08 11:42 AM BK 2391 PG 1381
 J. K. "BUDDY" IRBY
 CLERK OF CIRCUIT COURT
 ALACHUA COUNTY, FLORIDA
 CLERK3 Receipt#069091



IN THE COUNTY COURT
IN AND FOR ALACHUA COUNTY, FLORIDA

FIRST CREDIT UNION OF GAINESVILLE

CASE NO. 01-95-00304-SC
DIVISION: IV

OFFICIAL RECORD

95 FEB 27 AM 8:08

- VS -
MILLER, JOAN

COURT TO:
ALACHUA COUNTY, FL.

FIRST CREDIT UNION OF GAINESVILLE
412 E UNIV AVE
GAINESVILLE FL 32602

ENTRY OF DEFAULT AND FINAL JUDGMENT

THIS CAUSE CAME ON THIS DAY FOR A HEARING AND TRIAL BEFORE THE COURT, AND THE COURT FINDING THAT THE DEFENDANT(S) HEREIN HAS BEEN DULY SERVED WITH THE PROCESS AND HAS FAILED TO BE PRESENT AS REQUIRED BY LAW, IT IS;

ORDERED THAT A DEFAULT IS HEREBY ENTERED AGAINST SAID DEFENDANT(S),
MILLER, JOAN

CLERK OF CIRCUIT COURT
& COUNTY CLERK
ALACHUA COUNTY, FLORIDA

05 FEB 23 AM 11:21

AND THE COURT FURTHER FINDING THAT THE DEFENDANT(S) IS INCURRED TO THE PLAINTIFF(S).

FIRST CREDIT UNION OF GAINESVILLE
412 E UNIV AVE
GAINESVILLE FL 32602

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1746298-1 PG

2001 APR 09 10:22 AM BK 2348 PG 1728

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA

CLERK1 Receipt #048261



J.K. "Buddy" Irby, Clerk of Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 30 day of March 2001.
By *J.K. Irby*, Clerk of Circuit & County Court
Deputy Clerk

IN THE SUM OF \$ 565.16, IT IS;

ORDERED AND ADJUDGED THAT THE PLAINTIFF(S) RECOVER FROM THE DEFENDANT(S) THE SUM OF \$ 494.16 PRINCIPAL, \$ N/A ATTORNEY'S FEES, PLUS \$ 71.00 COURT COSTS MAKING A TOTAL OF \$ 565.16 ON WHICH INTEREST SHALL ACCRUE AT THE LEGAL RATE PLUS \$ N/A PRE-JUDGMENT INTEREST, FOR WHICH LET EXECUTION ISSUE.

AND ORDERED IN OPEN COURT AT GAINESVILLE, ALACHUA COUNTY, FLORIDA ON THIS DAY OF FEBRUARY, 19 95.

Ysleir W. McDonald
YSLEIR W. McDONALD COUNTY JUDGE

COPIES TO:

MILLER, JOAN
920 SE 13TH AVE
GAINESVILLE FL 32601

1317323

O.R. 20001762793
BK

EXHIBIT I

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

BRANDON S. REEB,

Plaintiff,

Case No. 01-2006 CA-565

vs.

JOAN MILLER, LEWIS M. IRBY and WILLIAM
W. IRBY; CITY OF GAINESVILLE CODE
ENFORCEMENT DIVISION; B&H PLUMBING,
INC.; HUNSAKER ENTERPRISES, INC., d/b/a
RENTAL MART; ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS; and FIRST CREDIT
UNION OF GAINESVILLE,

Defendants.

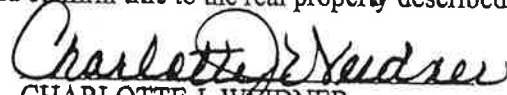
NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that suit was instituted in the Circuit Court, Eighth Judicial Circuit, in and for Alachua County, wherein BRANDON S. REEB is the Plaintiff, and JOAN MILLER, LEWIS M. IRBY and WILLIAM W. IRBY; CITY OF GAINESVILLE CODE ENFORCEMENT DIVISION; B&H PLUMBING, INC.; HUNSAKER ENTERPRISES, INC., d/b/a RENTAL MART; ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; and FIRST CREDIT UNION OF GAINESVILLE are the Defendants; that said suit was instituted on or about the 14th day of February 2006 in the Circuit Court, Eighth Judicial Circuit, in and for Alachua County, Florida, by filing a Complaint to Quiet Title, and that suit is now pending in said Court; that the property involved in said suit is located in Alachua County, Florida, and is more particularly described as follows:

W. H. WAITS S/D, PB 1-153, LOT 1, BK D, OR 2120/2853
SECTION 04, TOWNSHIP 10, RANGE 20, ALACHUA COUNTY,
FLORIDA.

(Parcel No. 12068-000-000)

The relief sought in and by this suit is to quiet and confirm title to the real property described above.

A handwritten signature in cursive script, appearing to read "Charlotte J. Weidner".

CHARLOTTE J. WEIDNER

Attorney for Plaintiff

Post Office Box 1354

Bronson, Florida 32621

(352) 486-3753

Florida Bar No. 0216062